



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
THE US FOREST SERVICE
THE CIVIL AIR PATROL, INC., AND
THE US AIR FORCE**

A. PURPOSE:

The purpose of this Memorandum is to define and establish procedures and practices for cooperation between the Drug Enforcement Administration (DEA), the US Forest Service (USFS), the Civil Air Patrol, Inc. (CAP), and the Air Force (USAF).

B. MISSION DESCRIPTION:

CAP agrees to provide aircraft and aircrews to assist DEA and USFS in aerial reconnaissance for detection of illicit drugs, primarily marijuana, within the United States, its territories, and possessions. All missions under this Memorandum are flown by CAP as noncombat missions of the Air Force during which CAP, for civil liability purposes, is deemed to be an instrumentality of the United States under 10 U.S.C. 9441. The USAF will issue mission numbers to DEA to effect that status as appropriate.

C. LIMITATIONS:

Missions performed under this Memorandum are limited as follows.

1. CAP's participation with DEA and USFS is restricted to aircraft patrol and reconnaissance missions with airlift and communications to support this mission and personnel to operate equipment. CAP ground teams will not participate in this mission.
2. CAP may engage in the reconnaissance of property but may not engage in the surveillance of persons.
3. Excluding enroute legs, missions will be flown only in daylight, visual meteorological conditions (VMC).
4. Except as otherwise authorized by law, CAP members may not be deputized and will not be armed while supporting this mission. CAP members may not physically participate in arrest or detention procedures or search and seizure of evidence.
5. Federal agency personnel and state and local law enforcement officials are authorized to fly aboard CAP aircraft in support of missions under this Memorandum but only upon the approval of a duly authorized DEA official.
6. Prior to engaging in missions under this Memorandum, CAP members must receive an orientation briefing on the nature and potential dangers of the mission and responsibilities and restrictions for carrying out the

mission. Each member must sign a statement of understanding as to the nature of such missions (Atch 1). DEA will arrange for additional aircrew training if required for CAP members selected for this program.

7. DEA reserves the right to screen and approve or disapprove CAP members who apply to engage in such missions. Cadets may not participate.

8. Support is provided only "if available" as determined by the local CAP Unit Commander. Actual emergency services missions have priority over missions flown pursuant to this Memorandum.

D. COMMAND AND CONTROL:

Command and control of CAP resources remain within CAP at all times. Flight operations will be conducted in accordance with CAP directives. Any party to this Memorandum may suspend a mission in the event unsafe operational conditions exist.

E. COORDINATION:

Supporting CAP forces shall be identified/established by CAP in coordination with DEA. CAP, DEA, and USFS will establish written operating procedures supporting this Memorandum. These procedures will be agreed upon by each organization as well as the USAF.

Correspondence or communications between any two parties concerning this Memorandum will be available to all parties.

DEA will provide mission coordination for USFS missions flown in support of this Memorandum. USFS will be responsible for funding missions requested by USFS.

Air Force mission numbers will be issued to DEA on a monthly basis. DEA must approve the use of CAP resources and assign a mission number before any mission is launched. The assignment of the mission number to the CAP commits DEA or USFS to reimbursement for incurred expenses as stipulated in Section F below.

At the completion of each mission, CAP shall be responsible for reporting the mission results and total flying hours expended against each mission number to the DEA office which assigned the mission. HQ DEA, Marijuana Section, will submit a monthly flying hour and mission results summary to HQ CAP, USAF/DO and to CAP's National Administrator, Building 714, Maxwell AFB, AL 36112-6572.

F. REIMBURSEMENT:

1. The services and equipment specified in this memorandum will be provided by the CAP under the sponsorship of the USAF. Payment for mission expenses will be made by DEA or USFS, as appropriate, pursuant to the Economy Act (31 U.S.C. 1535), directly to the CAP, with information copies to the USAF, as specified below:

- a. Fuel and oil (aviation and mogas).
- b. Aircraft maintenance.
- c. Long distance phone calls.
- d. Travel and per diem expenses for CAP personnel when required to travel and remain away from home in excess of 24 hours.

2. Reimbursement rates for aircraft fuel, oil, and maintenance will be as shown on Attachment 2 and updated annually in accordance with the rates established in CAP-USAFR 170-5/CAPR 173-3. Rates for vehicular travel to and from the mission base are as established in Federal Travel Regulations. Reimbursement for long distance phone calls will be actual cost.

a. Requests for mission payment will be made by the CAP wing to the DEA office which assigned the mission, using CAP Form 108. The CAP Wing Commander or designee must certify the hours flown and payment due.

b. DEA will confirm the USFS missions and forward those requests for reimbursement to USFS for payment.

c. A copy of each CAP Form 108 shall be sent to the USAF-CAP Liaison Office.

3. Travel and per diem claims should be submitted by CAP personnel to the DEA office which assigned the mission, using U.S. Government SF 1012. Payment shall be made by DEA or USFS in accordance with Federal Travel Regulations. Incidental expense claims will likewise be submitted using SF 1012 or SF 1164.

G. ADMINISTRATIVE CLAIMS:

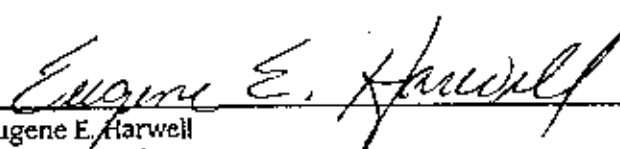
All claims filed by state and local law enforcement officials arising from missions flown under this memorandum shall be processed by DEA or USFS in accordance with their administrative claims procedure. All other third party claims and Federal Employee Compensation Act (FECA) claims for CAP members will be processed through HQ CAP-USAF/JA.

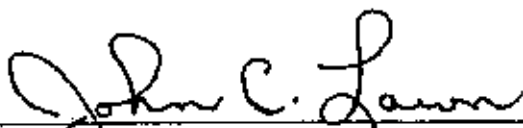
H. AMENDMENTS/TERMINATION:

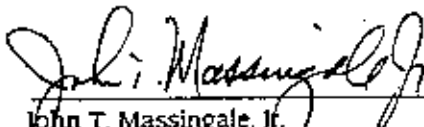
This Memorandum may be amended from time to time by written agreement of all parties hereto. This Memorandum may be terminated by any of the four parties by 90 days advance written notice to the other parties.

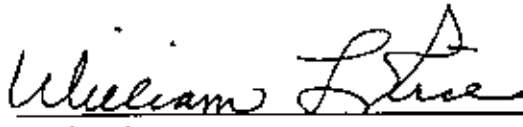
I. EFFECTIVE DATE:

This Memorandum shall be effective from the date it has been executed by representatives of the parties.


Eugene E. Harwell
Major General, CAP
National Commander
Civil Air Patrol


John C. Lawn
Administrator
Drug Enforcement Administration


John T. Massingale, Jr.
Colonel, USAF
Commander, CAP-USAF


F. Dale Robertson
Chief
US Forest Service

STATEMENT OF UNDERSTANDING

Pursuant to the Agreement among the Civil Air Patrol, Drug Enforcement Administration, Forest Service, and Air Force, I may be asked to assist the Drug Enforcement Administration or Forest Service by providing and operating CAP aircraft for law enforcement officers who will conduct reconnaissance to detect illegal drug activity. I understand the dangers which may result from these patrol flights, which might put me in close proximity to armed drug traffickers. However, I agree that I will neither possess nor use any weapons while on a DEA mission, nor will I physically participate in arrest or detention procedures or search and seizure of evidence.

I further understand that due to the sensitive nature of this mission, a security screening of participating CAP members is required.

Signature

ATTACHMENT 2

REIMBURSEMENT RATE/FLYING HOUR

1. The reimbursement rate paid to CAP for their participation in DEA missions is based upon operation costs of four typical aircraft groups, as determined by fuel consumption per hour.

GROUP	I	II	III	V
Typical Aircraft	CES 172 T-41A PA 28-180	CES 182 T-41B CES 185	CES 206 PA 32-300	DHC-2 Twin Eng
Gallons/Hour	10	14	18	25
Fuel	19.00	26.60	34.20	47.50
Oil	3.00	3.00	3.00	6.00
Routine Maintenance	11.25	17.25	24.05	30.10
Maintenance Reserve				
Eng	6.00	7.00	7.70	14.00
Prop	.25	.85	.95	1.90
Avionics	1.50	1.50	1.50	1.50
TOTAL	\$41.00	\$56.20	\$71.40	\$101.00

2. These rates are updated annually by CAP-USAF in consonance with Air Force reimbursement levels.

3. CAP requests for reimbursement should reflect the hours flown times the rate for the aircraft group most closely associated with the aircraft flown on the mission.